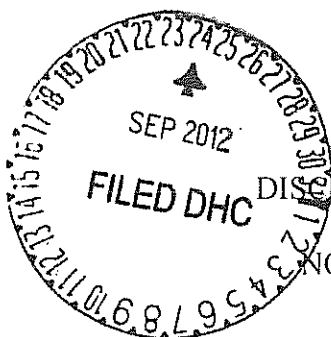


NORTH CAROLINA  
WAKE COUNTY



BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
12 DHC 34

THE NORTH CAROLINA STATE BAR,  
Plaintiff

v.

JASON ALFRED MATTHEW GOLD, Attorney,  
Defendant

COMPLAINT

The plaintiff, complaining of the defendant, alleges and says:

1. The plaintiff, the North Carolina State Bar, is a body duly organized under the laws of North Carolina and is the proper party to bring this proceeding under the authority granted it in Chapter 84 of the General Statutes of North Carolina, and the Rules and Regulations of the North Carolina State Bar promulgated thereunder.

2. The defendant, Jason Alfred Matthew Gold (hereinafter "Gold"), was admitted to the North Carolina State Bar on March 20, 2004 and is, and was at all times referred to herein, an Attorney at Law licensed to practice in North Carolina, subject to the rules, regulations, and Rules of Professional Conduct of the North Carolina State Bar and the laws of the State of North Carolina.

3. During the times relevant to this complaint, Gold actively engaged in the practice of law in the State of North Carolina and maintained a law office in the city of Raleigh, Wake County, North Carolina.

Upon information and belief, the plaintiff alleges:

4. On September 11, 2001, Ladwin Brissett was injured in the World Trade Center disaster in New York City.

5. In 2002, Ladwin Brissett received a substantial settlement in a disability claim that resulted from the injuries he suffered in 2001.

6. Thereafter, Ladwin Brissett and his wife, Courtney Brissett, began investing his settlement proceeds in residential properties in his wife's hometown of New Bern, NC.

7. In 2005, the City of New Bern advised the Brissetts that some of their investment properties needed to be improved or the City would condemn the properties and tear down the houses.

8. The Brissetts needed to borrow money to make the improvements to the properties. Because any loan was going to have to be secured by unimproved properties in a blighted area, the Brissetts were forced to seek non-traditional financing.

9. The Brissetts were referred to a broker at Labrador Financial Services, Inc. in Raleigh, NC to get the loan they needed. Representatives of Labrador Financial Services, Inc. arranged a commercial loan for the Brissetts through First Mount Vernon Industrial Loan Association ("FMV") in Alexandria, VA.

10. Gold had done closings for loans arranged by Labrador Financial Services, Inc. since 2002. The broker referred the Brissetts to Gold.

11. On January 9, 2006, Gold closed the Brissetts' \$230,000.00 loan from FMV.

12. The loan documents required that the Brissetts deed the properties securing the loan to a Virginia limited liability company known as ProDev XVI, LLC ("ProDev 16") and the loan would be made to ProDev 16. Courtney Brissett was named as Manager of ProDev 16 and, as Manager, would have a 40% ownership interest. Virginia lawyer John F. Gonzales ("Gonzales"), chosen by FMV and/or its lawyer Dale E. Duncan ("Duncan"), was the other member of ProDev 16 with a 60% ownership interest.

13. The loan documents required Courtney Brissett as Manager to make all principal and interest payments on the loan made to ProDev 16 when due and pay any taxes or other liens on the properties. If the Manager was late or defaulted in any obligation, then Gonzales could call a meeting at which, by majority vote, Courtney Brissett would be removed as Manager and lose control of the property she and her husband had deeded to ProDev 16.

14. As shown by the HUD-1 for the \$230,000.00 loan, the Brissetts (through ProDev 16) only received \$50,000 in loan proceeds that could be used to improve the properties. The Brissetts paid \$40,825.00 in settlement charges for the loan and FMV held back \$127,343.37. A true and accurate copy of the HUD-1 is attached hereto as Exhibit 1 and incorporated by reference as if fully set out herein.

15. As the Brissetts' lawyer at the closing, Gold had a duty to adequately explain the unusual terms of the commercial loan transaction to the Brissetts, including explaining the consequences of signing the loan documents that had been prepared for the closing by Duncan.

16. Gold failed to explain the costs and the risks of this unusual loan transaction involving a non-traditional lender, transfer of their ownership of the properties with the risk of losing control of the property to Gonzales, and the disadvantageous distribution of funds to the Brissetts at closing.

17. As also shown by the HUD-1, Gold received \$5,100.00 in fees from the Brissetts for the January 9, 2006 closing, including \$1,500 as a settlement fee, \$2,225.00 for a title search, \$1,025.00 for title examination and \$350.00 for deed preparation.

18. Gold allowed his interest in receiving the fee from the Brissett closing and other lucrative closings in loans arranged by Labrador Financial Services, Inc. to conflict with his duty to the Brissetts to counsel them concerning the significant costs of the loan and the risks to the Brissetts that they could lose the properties.

19. Gold failed to obtain Courtney Brissett's signature on ten of the closing documents that required Courtney Brissett's signature.

20. After Courtney Brissett left the closing, Gold signed her name to the ten closing documents, including two of the documents that required her signature to be notarized and three others that required her signature to be acknowledged by a notary using the following (or very similar) legend:

I HEREBY CERTIFY that on **January 9, 2006**, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Courtney T. Brissett (in handwriting), representative of **PRODEV XVI, LLC**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument bearing the date of **January 9, 2006**, and acknowledged the same to be her act and deed for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

21. After signing Courtney Brissett's name to the five documents requiring notarization or acknowledgment of her signature, Gold then signed the five documents as subscribing Notary Public and affixed his seal. Notarizing or acknowledging documents that Courtney Brissett had not signed in his presence violated N.C. G. S. § 10B-20(c)(1).

22. Knowing that Courtney Brissett had not signed two of the acknowledged documents, Gold sent those documents to the Craven County Register of Deeds Office to be recorded. Those two documents were recorded on January 11, 2006. Those documents were:

- (a) A Commercial Loan Balloon Deed of Trust recorded in Book 2403 beginning at pages 11 through 22; and
- (b) An Assignment of Contracts, Income, Leases, Rents and Profits recorded in Book 2403 at pages 23 through 34.

23. In addition to the two acknowledged documents that were recorded in the Craven County Register of Deeds Office, Gold acknowledged Courtney Brissett's purported signature on a Business and Investment Affidavit that she had not signed.

24. In addition to the three acknowledged documents, Gold also notarized Courtney Brissett's purported signature on the following documents that she had not signed:

- (a) A Borrower Affidavit; and
- (b) A Document Correction Certification.

25. On March 5, 2007, the Brissetts filed a grievance against Gold with the North Carolina State Bar alleging that Gold had failed to explain the legal documents at the January 9, 2006 closing. The grievance was referred to the 10<sup>th</sup> Judicial District Bar Grievance Committee. In responding to the investigating member of that committee, Gold indicated that Courtney Brissett signed many documents at the closing, but failed to disclose to the investigating member the material fact that he had signed Courtney Brissett's name to ten of the closing documents.

26. On September 9, 2007 the Brissetts filed a civil action in Craven County Superior Court, file number 07-CVS-1727, against FMV, Dale E. Duncan and Kathleen Neary, trustees for FMV, ProDev 16, and John F. Gonzales.

27. In or before May 2008, the Brissetts filed a claim with the NC Department of the Secretary of State's Notary Enforcement Section claiming that Gold had notarized her signature on the Document Correction Certification at the January 9, 2006 loan closing although she had not signed the document.

28. On May 28, 2008, Beverly Champion of the Notary Enforcement Section wrote to Gold advising him that it had been alleged that Gold notarized Brissett's signature on the Document Correction Certification of which Champion enclosed a copy of with her letter. Champion asked for a response from Gold within ten days.

29. In Gold's June 10, 2008 response to the notary complaint, Gold stated:

At closing the representative, Courtney Brissett, signed numerous documents relating to said loan. The document attached to the Notary Complaint was acknowledged at closing by Courtney Brissett.

30. By failing to disclose the material fact that he had signed Courtney Brissett's name to the Document Correction Certification that was the subject of the Notary Enforcement Section's inquiry, Gold's response to the notary complaint was false or misleading.

31. On December 30, 2008, Gold was interviewed by Special Agent Daran R. Dodd of the Notary Enforcement Section in Gold's office. During that interview, Gold told Dodd that Courtney Brissett was present at the closing and signed the Document Correction Certification. Gold knew that statement was not true when he made it.

32. Gold never communicated to the Notary Enforcement Section that he had signed Courtney Brissett's name to any of the documents relating to the January 9, 2006 closing and never admitted that he notarized documents that Courtney Brissett had not signed.

33. On January 16, 2009, Gold signed a sworn affidavit for FMV to use against his clients, the Brissetts, in support of FMV's motion for summary judgment in civil action 07-CVS-1727.

34. Gold's January 16, 2009 affidavit contained false statements about Courtney Brissett having signed documents that Gold actually signed her name to, specifically:

(a) Gold stated in paragraph 10:

In connection with such loan, Courtney T. Brissett, as managing member of ProDev XVI, LLC, executed a Deed of Trust dated January 9, 2006, wherein Dale E. Duncan and Kathleen Neary, are Trustees, and First Mount Vernon is Lender, in which all six of the Properties were granted as security for such loan, such Deed of Trust being recorded in Book 2403, Page 11, Craven County Registry.

(b) After describing typographical errors he had made, Gold stated in paragraph 12:

In connection with the loan, Courtney T. Brissett, as managing member of ProDev XVI, LLC, executed a "Document Correction Certification" in which she agreed to "immediately execute upon request any revision or correction documents or forms as deemed necessary by the Lender or the Lender's agent," including the correction or re-execution of any document "containing typographical errors or omissions."

35. Gold signed the sworn January 16, 2009 affidavit knowing that it would be presented to the Court for the Court to rely on in deciding the motion for summary judgment.

THEREFORE, the plaintiff alleges that Gold's foregoing actions constitute grounds for discipline pursuant to NCGS 84-28(b)(2) in that Gold violated the Rules of Professional Conduct as follows:

(a) by failing to adequately explain the unusual terms of the commercial loan transaction involving a non-traditional lender, transfer of their ownership of the properties with the risk of losing control of the property to Gonzales, and the disadvantageous distribution of funds to the Brissetts, including explaining the costs, risks and consequences of signing the loan documents, Gold failed to explain a matter to the extent reasonably necessary to permit the client to make informed decisions in violation of Rule 1.4(b);

- (b) by allowing his interest in receiving the fee in the Brissett closing and other lucrative closings in loans arranged by Labrador Financial Services, Inc. to conflict with his duty to the Brissetts to counsel them concerning the significant costs and risks of the January 9, 2006 loan transaction, Gold represented the Brissetts when that representation was limited by his personal interest in violation of Rule 1.7(a)(2);
- (c) by signing Courtney Brissett's name to five closing documents and notarizing or acknowledging those documents, Gold committed criminal acts in violation of N.C.G.S. § 10B-60(c) and/or (d)(1) that reflect adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b) and engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of Rule 8.4(c);
- (d) by representing to the investigating member of the 10<sup>th</sup> Judicial District's Grievance Committee in response to the March 5, 2007 grievance filed by the Brissetts that Courtney Brissett signed many documents at the closing without also revealing that he had signed Courtney Brissett's name to ten of the closing documents, Gold knowingly made a false statement of material fact in connection with a disciplinary matter in violation of Rule 8.1(a) and engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of Rule 8.4(c);
- (e) by making a false or misleading statement in his June 10, 2008 response to the letter sent by Beverly Champion of the Notary Enforcement Section, Gold engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of Rule 8.4(c);
- (f) by making a false statement to Special Agent Daran R. Dodd while being interviewed on December 30, 2008, Gold engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of Rule 8.4(c);
- (g) by signing an affidavit for FMV to use against his clients, the Brissetts, in support of a motion for summary judgment in the civil action 07-CVS-1727, Gold used information relating to the representation of a client to the disadvantage of the client without seeking the informed consent of the client in violation of Rule 1.8(b); and
- (h) by making false statements in his January 16, 2009 sworn affidavit that was filed with the Court in 07-CVS-1727, which constituted perjury in violation of N.C.G.S. § 14-209, Gold committed a criminal act that reflects adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rule 8.4(b) and engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of Rule 8.4(c).

WHEREFORE, the plaintiff prays that disciplinary action be taken against the defendant in accordance with N.C.G.S. § 84-28(a) and 27 N.C. Admin. Code, Chapter 1, Subchapter B, § .0114, the Rules and Regulations of the North Carolina State Bar, as the evidence on hearing may warrant, that the defendant be taxed with all costs and administrative fees permitted by law in connection with this proceeding, and for such other and further relief as is appropriate.

This the 24<sup>th</sup> day of September, 2012.



Margaret M. Hunt, Chair  
Grievance Committee



A. Root Edmonson  
Deputy Counsel  
North Carolina State Bar  
P. O. Box 25908  
Raleigh, NC 27611-5908  
(919) 719-9229  
redmonson@ncbar.gov